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13 Proposed Attorneys for Hronis, Inc. and affiliated
14 Debtors and Debtors in Possession

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17 **UNITED STATES BANKRUPTCY COURT**
18 **EASTERN DISTRICT OF CALIFORNIA**
19 **FRESNO DIVISION**

20 In re
21
22 HRONIS, INC., a California corporation,
23 et al.,
24
25 Debtors in Possession

Case No. 1:26-bk-10978

Chapter 11

SE - 14

(Jointly Administered with Case Nos. 1:26-bk-10979, 1:26-bk-10980, 1:26-bk-10981, 1:26-bk-10982, 1:26-bk-10983, 1:26-bk-10984, 1:26-bk-10986, 1:26-bk-10987, and 1:26-bk-10988)

ORDER ESTABLISHING EXCLUSIVE PROCEDURES AND A BAR DATE FOR THE ASSERTION, RESOLUTION AND SATISFACTION OF PREPETITION CLAIMS ARISING UNDER SECTION 5(C) OF THE PERISHABLE AGRICULTURAL COMMODITIES ACT OF 1930

Date: April 14, 2026
Time: 9:30 a.m. Pacific Time
Place: 2500 Tulare Street
Fresno, CA 93721
Courtroom: 13 (5th Floor)
Judge: Hon. René Lastreto II

- 26 Affects:
- 27 ALL DEBTORS
 - 28 HRONIS, INC., a California corporation
 - HRONIS CAPITAL ASSETS, LP, a California limited partnership
 - HRONIS CAPITAL MANAGEMENT, LLC, a California limited liability company
 - HRONIS CITRUS, LLC, a California limited liability company
 - HRONIS FARMING, LP, a California limited partnership
 - HRONIS FRUIT COMPANY LLC, a California limited liability company
 - HRONIS LAND COMPANY, a California general partnership
 - HRONIS RANCH, LLC, a California limited liability company

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- 1 HRONIS RESOURCE MANAGEMENT,
- 2 LLC, a California limited liability
- 3 THE HRONIS FAMILY LIMITED
- 4 PARTNERSHIP, a California limited
- 5 partnership

6

7 The Court held a hearing on the *Motion Pursuant to 11 U.S.C. §§ 105(a), 363(b), 503(b), 1107(a)*

8 *and 1108 for Order Establishing Exclusive Procedures and a Bar Date for the Assertion, Resolution and*

9 *Satisfaction of Prepetition Claims Arising Under Section 5(c) of the Perishable Agricultural Commodities*

10 *Act of 1930* (the “Motion”) at the above-captioned date and time. The Court having found that the

11 relief requested in the Motion is in the best interests of the Debtors and the Debtors’ estates, their

12 creditors, the holders of Paca Trust Claims, and other parties in interest; having found that the

13 Debtors’ notice of the Motion and the hearing on the Motion were appropriate under the

14 circumstances; having reviewed and considered the Motion, the Memorandum and Declaration of

15 Allen Soong in support of the Motion;¹ having heard the statements in support of the requested

16 relief and any oppositions; having determined that the legal and factual bases set forth in the Motion

17 and establish just cause for the relief granted herein; and after due deliberation and good cause

18 appearing therefor, it is hereby **ORDERED** that:

19 1. The Motion is GRANTED.

20 **IT IS FURTHER ORDERED** that:

21 2. The Debtors are authorized, but not directed, in their sole discretion, to review all

22 PACA proofs of claim received (each a “PACA Trust Claim” or “PACA Proof of Claim”) and to

23 pay all PACA Trust Claims in full which the Debtors determine are valid.

24 3. The PACA Procedures set forth below (the “PACA Procedures”) are hereby

25 approved and may be implemented by the Debtors.

26 4. The PACA Procedures are the sole and exclusive method permitted with respect to

27

28 ¹ Defined terms have the same meaning as in the Motion.

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1 the resolution and payment of PACA Trust Claims asserted against the Debtors. All vendors,
2 suppliers, sellers, or other parties with PACA Trust Claims against the Debtors are prohibited from
3 seeking any other treatment than is permitted by the procedures above.

4 5. The Debtors may fill in, or cause to be filled in, any missing dates and other
5 information, correct any typographical errors, conform the provisions thereof to the provisions of
6 this Order, and make such other, non-material changes to the PACA Procedures Notice.

7 6. All time periods set forth in this Order shall be calculated in accordance with Rule
8 9006(a) of the Federal Rules of Bankruptcy Procedure.

9 7. Nothing in this Order (a) is intended or shall be deemed to constitute an assumption
10 of any agreement pursuant to section 365 of the Bankruptcy Code or an admission as to the validity
11 of any claim against the Debtors, (b) shall impair, prejudice, waive or otherwise affect the rights of
12 the Debtors and their estates with respect to validity, priority or amount of any claim against the
13 Debtors and their estates; or (c) shall be construed as a promise to pay a claim.

14 8. The Debtors are authorized to take any and all actions necessary to effectuate the
15 relief granted herein.

16 9. Notwithstanding Bankruptcy Rule 6004(h), the terms and conditions of this Order
17 are immediately effective and enforceable upon its entry.

18 10. The Debtors are authorized to take all actions necessary to effectuate the relief
19 granted in this Order.

20 11. This Court shall retain exclusive jurisdiction with respect to all matters arising from
21 or related to the implementation, interpretation, and enforcement of this Order.

22 **IT IS FURTHER ORDERED that:**

23 12. The PACA Procedures hereby approved by the Court and to be implemented by the
24 Debtors are as follows:

25 **PACA PROCEDURES**

26 a. Deadline to file PACA Proof of Claim. The PACA Proof of Claim must be
27 received on or before **May 14, 2026 at 5:00 p.m. (Pacific Time)**.

28 b. Where to File a PACA Proof of Claim. Each unpaid supplier of perishable

1 agricultural commodities (“Produce”) to the Debtors alleging rights under Section 5(c) of the
2 Perishable Agricultural Commodities Act (“PACA”), 7 U.S.C. 499e(c), shall file a PACA Proof of
3 Claim with Donlin, Recano & Company, LLC via only one of the following methods:

4 i. (a) **By First Class Mail:** Donlin, Recano & Company, LLC, Re:
5 Hronis Inc., et al., P.O. Box 2053, New York, NY 10272-2042;

6 ii. (b) **By Hand Delivery or Overnight Mail:** Donlin, Recano &
7 Company, LLC, c/o Angeion Group, Re: Hronis, Inc., et al., 200 Vesey Street, 24th Floor, New
8 York, NY 10281; or

9 iii. (c) **Electronically:**

10 <https://bankruptcy.angeiongroup.com/Clients/hro/FilePACAclaim>.

11 c. Form and Contents of PACA Proof of Claim. Each PACA Proof of Claim
12 shall be submitted in a form substantially similar to that attached hereto as Exhibit 1 to Exhibit A,
13 and shall include any and all documents supporting its claim, including without limitation, all
14 documents necessary to demonstrate such claimant’s status as a validly qualified PACA trust
15 beneficiary, or that such claimant otherwise possesses a qualified PACA trust claim, and
16 specifically state whether the supplier or seller has filed any other claim against the Debtors with
17 respect to the matters asserted in the PACA Proof of Claim. Notwithstanding any other bar date
18 established by the Court, the PACA Procedures described herein shall be the sole procedures for the
19 assertion of PACA Trust Claims.

20 d. PACA Procedures Notice. Within three (3) business days after the entry of
21 this Order, the Debtors will send a notice of the PACA Procedures (the “PACA Procedures Notice”)
22 in substantially the form to Exhibit A attached hereto by first class mail to all persons or entities
23 who the Debtors reasonably believe may have, or may attempt to assert, a PACA Trust Claim.

24 e. PACA Trust Claim Report. On or before June 15, 2026, the Debtors will file
25 a report (the “Report”) with the Court that lists the PACA Trust Claims that the Debtors believe are
26 invalid in whole or in part (each an “Invalid PACA Trust Claim”). The Report shall also list those
27 PACA Trust Claims that the Debtors do not dispute (each a “Valid PACA Trust Claim”). The
28 Report shall be sent by first class mail to the following parties: (i) the Office of the United States

1 Trustee for the Eastern District of California; (ii) the Debtors' DIP Lender; (iii) counsel the Official
2 Committee of Unsecured Creditors; and (iv) all parties filing a PACA Trust Claim that is the subject
3 of the Report.

4 f. Objections. In order to challenge the Debtors' determination that a PACA
5 Trust Claim is an Invalid PACA Trust Claim, a party whose PACA Trust Claim is deemed an Invalid
6 PACA Trust Claim in the Report must file an objection to its designation as an Invalid PACA Trust
7 Claim by July 13, 2026 (the "PACA Objection Deadline"). Any objection must be filed with the
8 Court and received by proposed counsel for the Debtors, Saul Ewing LLP, 1888 Century Park East,
9 Suite 1500, Los Angeles, California 90067, Attn: Zev M. Shechtman, on or before the PACA
10 Objection Deadline.

11 g. Effect of the Report. Each Invalid PACA Trust Claim listed in the Report to
12 which no objection is received by the PACA Objection Deadline shall be deemed an invalid PACA
13 Trust Claim (in whole or in part, as specified in the Report) without further order of the Court and,
14 to the extent invalid, shall not be entitled to the priorities provided under Section 5(c) of the PACA.
15 Each claim in the Report identified as a Valid PACA Trust Claim shall be conclusively determined
16 to be an allowed PACA Trust Claim.

17 h. Resolved Objections. With respect to each Invalid PACA Trust Claim in the
18 Report as to which an objection is received by the PACA Objection Deadline and the parties resolve
19 the objection, the PACA Trust Claim shall be treated as an allowed PACA Trust Claim or a
20 disallowed PACA Trust Claim, in whole or part, as agreed to by the parties, without further order
21 of the Court, upon the filing by the Debtors of a notice setting forth the agreement of the parties,
22 which may be filed on an omnibus or single claim basis, in the Debtors' discretion.


23 i. Unresolved Objections. With respect to each Invalid PACA Trust Claim in
24 the Report as to which an objection is timely received and the objection is not resolved by the parties,
25 the Invalid PACA Trust Claim shall not be conclusively determined valid or invalid except upon
26 order of the Court. If a resolution is not reached within at least sixty (60) days after the date of the
27 Report, or such later period as may be agreed to by the Debtors and the claimant, the Debtors will
28 request that the dispute be heard at a hearing date on the earlier of: (a) within thirty (30) days after

1 the Debtors and claimant mutually agree that they have reached an impasse; or (b) ninety days after
2 the filing of the Report, or such later period as may be mutually agreed by the Debtors and the
3 claimant.

4 j. Standstill. Pending completion of the PACA Procedures, a standstill shall be
5 in effect, and parties claiming to be PACA Trust beneficiaries may not take any action to establish
6 the validity and amount of, collect, or enforce their PACA Trust Claims, except pursuant to the
7 Proposed PACA Procedures.

8
9 **Dated:** Apr 15, 2026

By the Court

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12 René Lastrero II, Judge
13 United States Bankruptcy Court
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EXHIBIT A

PACA Procedures Notice

SAUL EWING LLP
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 2 Steven F. Werth (Bar No. 205434)
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 3 Maxwell M. Hanamirian (Admitted pro hac vice)
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7 Proposed Attorneys for Hronis, Inc. and affiliated
 Debtors and Debtors in Possession

8
 9 **UNITED STATES BANKRUPTCY COURT**
EASTERN DISTRICT OF CALIFORNIA
 10 **FRESNO DIVISION**

11 In re

Case No. 1:26-bk-10978

12 HRONIS, INC., a California corporation,
 13 et al.,

Chapter 11

SE - 14

14 Debtors in Possession

(Jointly Administered with Case Nos. 1:26-bk-10979, 1:26-bk-10980, 1:26-bk-10981, 1:26-bk-10982, 1:26-bk-10983, 1:26-bk-10984, 1:26-bk-10986, 1:26-bk-10987, and 1:26-bk-10988)

15 Affects:

- 16 ALL DEBTORS
- 17 HRONIS, INC., a California corporation
- 18 HRONIS CAPITAL ASSETS, LP, a California limited partnership
- 19 HRONIS CAPITAL MANAGEMENT, LLC, a California limited liability company
- 20 HRONIS CITRUS, LLC, a California limited liability company
- 21 HRONIS FARMING, LP, a California limited partnership
- 22 HRONIS FRUIT COMPANY LLC, a California limited liability company
- 23 HRONIS LAND COMPANY, a California general partnership
- 24 HRONIS RANCH, LLC, a California limited liability company

NOTICE OF EXCLUSIVE PROCEDURES AND BAR DATE FOR THE ASSERTION, RESOLUTION AND SATISFACTION OF PREPETITION CLAIMS ARISING UNDER SECTION 5(C) OF THE PERISHABLE AGRICULTURAL COMMODITIES ACT OF 1930

Date: April 14, 2026
 Time: 9:30 a.m. Pacific Time
 Place: 2500 Tulare Street
 Fresno, CA 93721
 Courtroom: 13 (5th Floor)
 Judge: Hon. René Lastreto II

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- 1 HRONIS RESOURCE MANAGEMENT,
2 LLC, a California limited liability
3 company
- 4 THE HRONIS FAMILY LIMITED
5 PARTNERSHIP, a California limited
6 partnership

7 **PLEASE TAKE NOTICE** that on March 6, 2026 (the “Petition Date”), the above-
8 captioned debtors and debtors in possession (the “Debtors”) filed voluntary petitions in the United
9 States Bankruptcy Court for the Eastern District of California (the “Court”) for relief under chapter
10 11 of title 11 of the United States Code, 11 U.S.C. §§ 101, *et seq.* (the “Bankruptcy Code”).

11 **PLEASE TAKE FURTHER NOTICE** that on [____], 2026, the Court entered an order
12 [Docket No. ____] (the “Order”)² establishing exclusive procedures and (the “PACA Procedures”)²
13 and a bar date for the assertion, resolution and satisfaction of prepetition claims arising under
14 Section 5(c) of the Perishable Agricultural Commodities Act of 1930, 7 U.S.C. § 499e(c) (the
15 “PACA Trust Claims”). Pursuant to the Order, each unpaid supplier of perishable agricultural
16 commodities (“Produce”) to the Debtors alleging rights under Section 5(c) of the Perishable
17 Agricultural Commodities Act (“PACA”), 7 U.S.C. 499e(c), shall file a PACA Proof of Claim with
18 Donlin, Recano & Company, LLC via only one of the following methods: 1) **By First Class Mail**
19 – Donlin, Recano & Company, LLC, Re: Hronis Inc., et al., P.O. Box 2053, New York, NY 10272-
20 2042; 2) **By Hand Delivery or Overnight Mail** – Donlin, Recano & Company, LLC, c/o Angeion
21 Group, Re: Hronis, Inc., et al., 200 Vesey Street, 24th Floor, New York, NY 10281, or 3)
22 **Electronically** -<https://bankruptcy.angeiongroup.com/Clients/hro/FilePACAClaim>.

23 **PLEASE TAKE FURTHER NOTICE** that each PACA Proof of Claim shall be submitted
24 in a form substantially similar to that attached hereto as Exhibit 1, and shall include any and all
25 documents supporting its claim, including without limitation, all documents necessary to
26 demonstrate such claimant’s status as a validly qualified PACA trust beneficiary, or that such

27 ² Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in the Order. To the
28 extent any summary of, or reference to the terms and conditions of, the Order provided in this notice conflicts with the
actual terms and conditions of the Order, the actual terms and conditions of the Order shall control.

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1 claimant otherwise possesses a qualified PACA Trust Claim and specifically state whether the
 2 supplier or seller has filed any other claim against the Debtors with respect to the matters asserted
 3 in the PACA Trust Claim. Notwithstanding any bar date established by the Court, the PACA
 4 Procedures described herein shall be the sole procedures under which PACA Vendors may assert
 5 PACA Trust Claims.

6 **PLEASE TAKE FURTHER NOTICE** that the PACA Procedures shall be the sole and
 7 exclusive method for assertion, resolution and satisfaction of any PACA Trust Claims, and any
 8 PACA claimants shall be prohibited from utilizing any other means for the assertion, resolution and
 9 satisfaction of any PACA Trust Claims.

10 **PLEASE TAKE FURTHER NOTICE** that all PACA Proof of Claims shall be filed with
 11 Donlin, Recano & Company, LLC **so as to be received no later than May 14, 2026 at 5:00 p.m.**
 12 **(Pacific Time)** (the “PACA Proof of Claim Deadline”). **All PACA Vendors shall be forever**
 13 **barred from asserting a PACA Trust Claim after the expiration of the PACA Proof of Claim**
 14 **Deadline.**

15 **PLEASE TAKE FURTHER NOTICE** that a copy of the Order can be obtained free of
 16 charge on the website of Donlin, Recano & Company, LLC at
 17 <https://bankruptcy.angeiongroup.com/Clients/hro/Static/PACACLAIM>.

18 ***PLEASE TAKE FURTHER NOTICE that the fact that you have received this notice does***
 19 ***not mean that you have a PACA Trust Claim or that the Debtors believe you have such a claim.***

21 Dated: _____, 2026

SAUL EWING LLP

23 By:

24 _____
 25 Zev Shechtman
 26 Proposed Attorneys for Hronis, Inc., et al., Debtors
 27 in Possession
 28

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EXHIBIT 1

PACA Claim Form

SAUL EWING LLP
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(310) 255-6100

**UNITED STATES BANKRUPTCY COURT, EASTERN DISTRICT OF CALIFORNIA
FRESNO DIVISION**

In re HRONIS, INC., a California corporation, et al.,
Jointly Administered Debtors in Possession
Lead Case No. 1:26-bk-10978
Chapter 11

PACA PROOF OF CLAIM

Check Box for Applicable Debtor:

- HRONIS, INC., a California corporation
- HRONIS CAPITAL ASSETS, LP, a California limited partnership, Case No. 1:26-bk-10979
- HRONIS CAPITAL MANAGEMENT, LLC, a California limited liability company, Case No. 1:26-bk-10980
- HRONIS CITRUS, LLC, a California limited liability company, 1:26-bk-10981
- HRONIS FARMING, LP, a California limited partnership, 1:26-bk-10982
- HRONIS FRUIT COMPANY LLC, a California limited liability company, 1:26-bk-10983
- HRONIS LAND COMPANY, a California general partnership, 1:26-bk-10984
- HRONIS RANCH, LLC, a California limited liability company, 1:26-bk-10986
- HRONIS RESOURCE MANAGEMENT, LLC, a California limited liability company, 1:26-bk-10987
- THE HRONIS FAMILY LIMITED PARTNERSHIP, a California limited partnership, 1:26-bk-10988

Name of Claimant:

Name of Person Signing this PACA Proof of Claim on behalf of Claimant:

Role of Person Signing this PACA Proof of Claim on behalf of Claimant (example: owner or attorney):

Contact Information of Claimant:

Mailing Address:

Email Address:

Phone Number:

Address for Payment to Claimant (if different from above):

The following statements are true and correct:

1. I file this Declaration and declare under penalty of perjury that the following are true statements and that the attached documents are true and correct copies or original documents, which are submitted to support Claimant’s PACA claim as a beneficiary of the trust created against the above-mentioned debtor pursuant to the Perishable Agricultural Commodities Act (“PACA”), 7 U.S.C. § 499a, *et. seq.* and the Code of Federal Regulations implementing the PACA promulgated by the Secretary of the United States Department of Agriculture (“USDA”), 7 C.F.R. § 46.46, and I am authorized to make this Declaration and am competent to testify before the Court, if necessary, regarding the statements made in this Declaration.
2. Claimant is/is not (circle one) licensed by the USDA—PACA.
3. Claimant currently holds valid PACA license number_____.
4. The sales transactions between Claimant and Debtor were based on the following payment term (choose one):
 - Payment was due within ten (10) days after the day on which the produce was accepted as provided for in the PACA Regulations, 7 C.F.R. §46.2(aa)(5).
 - On _____-day (insert payment terms) written payment terms from the date of shipment, invoice, delivery, acceptance (check one). True and

accurate copies of the written agreement, if any, providing for such payment terms are attached to this PACA Proof of Claim.

5. Claimant sold perishable agricultural commodities (hereinafter “produce”) on credit to Debtor as described in the below PACA Trust Chart. In each instance, the produce was received and accepted by Debtor and no adjustments have been made on the invoice amount except as listed.
6. In the PACA Trust Chart, “Invoice Number” refers to the number under which the commodity was sold to Debtor. “Date of Acceptance (or Invoice or Shipment)” refers to the date which begins the payment term between the parties. (For example, if the payment term is the regulatory ten (10) days from acceptance terms, the date would be the date the produce was accepted by Debtor; if the payment term is a written twenty-one (21) days from shipment, the date would be the date of shipment.) “Payment Due Date” refers to the date payment was due based upon the payment terms between parties. “Date Notice Given” refers to the date Claimant’s Notice of Intent to Preserve Trust Benefits (hereinafter “Trust Notice”) was given to Debtor, if applicable. “Elapsed Days” refers to the total number of days after the payment due date the Trust Notice was given to the Debtor, if applicable. “Invoice Amount Due” refers to the amount owed and remaining unpaid, whether or not it qualifies for trust protection. “PACA Trust Amount” refers to the amount owed and remaining unpaid qualifying for trust protection pursuant to the provisions of the PACA.
7. Claimant preserved its PACA trust interest against Debtor (choose all that apply):
 - by serving Trust Notices upon Debtor (7 U.S.C. §499e(c)(3))
 - by including statutorily required language on Claimant’s invoice or other billing statement (7 U.S.C. §499e(c)(4)).
8. If applicable, Claimant sent Trust Notices via

U.S. Mail or facsimile or other manner _____

to Debtor on the following date(s):_____.
9. True and accurate copies of all unpaid invoices, Trust Notices (if applicable), and any other evidence to support Claimant’s PACA trust claim are attached.
10. The total amount of Claimant’s PACA claim is \$ _____, which includes the following items:
11. Claimant has has not filed any other claim against the Debtors with respect to the matters asserted in the PACA Claim.
12. The penalty for presenting a fraudulent claim is a fine of not more than Five Thousand Dollars (\$5,000.00) or imprisonment for not more than five (5) years, or both. 18 U.S.C. § 152.

13. In addition to the attachments mentioned above, Claimant is attaching the following documents in support of this PACA Proof of Claim: _____

I declare under the penalty of perjury, under the laws of the United States of America that the foregoing is true and correct based on my personal knowledge.

Signature _____ Name _____

Date _____

